

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TRANSCIENCE <i>et al</i>		:	
	Plaintiffs	:	Index No.: 13-cv-6642 (ER)
		:	
	-versus-	:	
		:	<u>Plaintiff's Revised Verdict Sheet</u>
BIG TIME TOYS, LLC		:	
	Defendant	:	
<hr/>		X	
<hr/>		X	
		:	
BIG TIME TOYS, LLC		:	
	Plaintiffs	:	
		:	
	-versus-	:	
		:	
TRANSCIENCE <i>et al</i>		:	
	Defendant	:	
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PLAINTIFF'S RESPONSE VERDCIT SHEET

Plaintiff Yolanda von Braunhut hereby responds to Defendant's proposed verdict sheet and submits to the Court this revised version of Plaintiff's Proposed Verdict Sheet.

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	:		<u>Plaintiff's Revised Verdict Sheet</u>
BIG TIME TOYS, LLC	:		
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BIG TIME TOYS, LLC	:		
Plaintiffs	:		
	:		
-versus-	:		
	:		
TRANSCIENCE <i>et al</i>	:		
Defendant	:		
	X		

PLAINTIFF'S REVISED VERDICT SHEET

- 1) Do you find you find the plaintiff has proven by a preponderance of the evidence that the contract between the parties did NOT apply the money paid by the defendant to the plaintiff for the purchase of Sea-Monkeys® pouches to the Initial Purchase Price?

Yes _____ No _____

If you answered "No" proceed to Question 5.
If you answered "Yes" proceed to the next question.

- 2) Do you find you find the plaintiff has proven by a preponderance of the evidence that the contract between the parties was terminated in accordance with the terms of the contract between the parties?

Yes _____ No _____

If you answered "No" proceed to Question 5.
If you answered "Yes" proceed to the next question.

- 3) Do you find the plaintiff has proven by a preponderance of the evidence that the defendant infringed upon the plaintiff's trademarks relating to the Sea-Monkeys® name brand?

Yes _____ No _____

If you answered "No" proceed to Question 4.

If you answered "Yes" proceed to Question 8.

- 4) Do you find the plaintiff has proven by a preponderance of the evidence that the defendant was unjustly enriched at the expense of the plaintiff?

Yes _____ No _____

If you answered "No" you are to STOP here.

If you answered "Yes" proceed to Question 8.

- 5) Do you find the defendant has proven by a preponderance of the evidence that the plaintiff did not perform her contractual obligations in such a way that she has breached the agreement between the parties?

Yes _____ No _____

If you answered "No" you are to STOP here.

If you answered "Yes" proceed to Question 6.

- 6) Do you find the defendant has proven by a preponderance of the evidence that the defendant was actually damaged by the actions of the plaintiffs?

Yes _____ No _____

If you answered "No" then you may award defendant up to \$1 in nominal damages by filling in the amount here: \$ _____ then STOP here. If you answered "Yes" proceed to Question 7.

- 7) How much do you award the defendant in compensatory damages?

\$ _____

You are to STOP here.

- 8) Do you find the plaintiff has proven by a preponderance of the evidence that the plaintiff was actually damaged by the defendant's actions?

Yes _____ No _____

If you answered "No," then you may award plaintiff up to \$1 in nominal damages by filling in the amount here: \$ _____ then STOP here. If you answered "Yes," proceed to Question 9.

- 9) How much do you award the plaintiffs in compensatory damages?

\$ _____

Proceed to Question 10.

- 10) Do you find the plaintiff has proven the defendant acted maliciously and/or recklessly and/or willfully with respect to plaintiff's Sea-Monkeys® name brand trademarks?

Yes _____ No _____

If you answered "No," you are to STOP here. If you answered "Yes," proceed to Question 11.

- 11) How much, if anything, do you award the plaintiff in punitive damages?

\$ _____

Dated: May _____, 2017

Manhattan, New York

FOREPERSON

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	X
	X
	:
BIG TIME TOYS, LLC	:
Plaintiffs	:
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-versus-	:
	:
TRANSCIENCE <i>et al</i>	:
Defendant	:
	X

CERTIFICATE OF SERVICE

I hereby certify that on or about April 17th 2017, I caused a true and correct copy of the foregoing **Plaintiff's Revised Verdict Sheet** to be filed with the Clerk of the Court for Southern District of New York (**SDNY**) via the Electronic Case Filing (**ECF**) system of the **SDNY** thereby giving service of notice to:

Epstein Becker & Green, P.C.
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Attorneys for Transcience et al

Dated: April 17th 2017